

19-CV-0773

General Liability Waiver

THIS GENERAL LIABILITY WAIVER (this "Release") dated this 20 day of January, 2020

BETWEEN:

MOHAMED A EL AALAQI of 30 WEST 119TH ST APT 4 NEW YORK, NEW YORK 10026  
(the "Releasor")

OF THE FIRST PART

AND

TWO STAR LUCKY DELI INC of 856 EAST 180TH ST BRONX, NY 10460

305 GROCERY DELI CORP of 305 EAST 181TH ST BRONX, NY 10457

(the "Releasee")

OF THE SECOND PART

IN CONSIDERATION OF the covenants and agreements contained in this Release and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Release agree as follows:

Consideration

1. In consideration Mohamed will withdraw his case against the company Two Stars Lucky Deli Inc. They have both come to a mutual agreement outside of court. It has come to Mohamed understanding and agreement that Two Stars Lucky deli Inc, will have to pay back the insurance company the total amount of \$4,000.00 as agreed by both parties, the receipt and sufficiency of which consideration is acknowledged, the Releasor releases and forever discharges the Releasee, the Releasee's spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or

by reason of any damage, loss or injury to person and property which has been or may be sustained as a consequence of the dispute detailed below.

**Details of Dispute**

2. The claim or dispute occurred as a result of: WAGES OWED WHILE EMPLOYED BY THE COMPANY.

**Concurrent Release**

3. The Releasor acknowledges that this Release is given with the express intention of effecting the extinguishment of certain obligations owed to the Releasor, and with the intention of binding the Releasor's spouse, heirs, executors, administrators, legal representatives and assigns.

**Full and Final Settlement**

4. For the above noted consideration, the parties to this Agreement further agree not to make claim or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise.
5. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Release and that the sum is accepted voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or which may result from the above noted dispute.
6. This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

**No Admission of Liability**

7. It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee.

**Governing Law**

8. This Release will be construed in accordance with and governed by the laws of the State of New York.

**IN WITNESS WHEREOF** the Relasor and Releasee have duly affixed their signatures under hand and seal on this 20 day of January, 2020.



\_\_\_\_\_  
MOHAMED A EL AALAQUI

TWO STAR LUCKY DELI INC

Per:  (Seal)

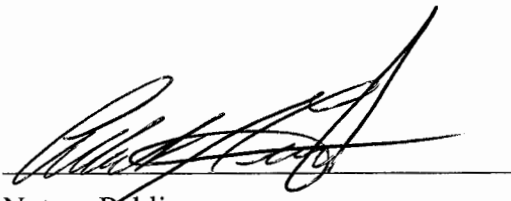
omer ALLAHABI

**NOTARY ACKNOWLEDGMENT - RELEASOR**

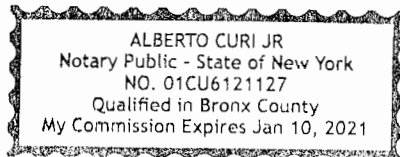
STATE OF NEW YORK

COUNTY OF BRONX

On this 20 day of January, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared MOHAMED A EL AALAKUI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

My commission expires: January 10, 2021




**NOTARY ACKNOWLEDGMENT - RELEASEE**

STATE OF NEW YORK

COUNTY OF BRONX

On this 20 day of January, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared Omer A Allababi president of both ccompanies, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

My commission expires: January 10, 2021

